

RESOLUTION

COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT A GRANT IN THE AMOUNT OF \$40,000.00, FROM THE ARTHUR M. BLANK FAMILY FOUNDATION FOR THE PURPOSE OF ASSISTING IN THE DEVELOPMENT OF A MASTER PLAN FOR THE SOUTHSIDE PARK, LOCATED AT 3460 JONESBORO ROAD, SE ATLANTA, GA; TO PROVIDE FOR GRANT MATCHING FUNDS; AND FOR OTHER PURPOSES

WHEREAS, the city of Atlanta Department of Parks, Recreation and Cultural Affairs desires to conduct a Master Plan to determine the highest and best use of Southside Park; and

WHEREAS, the funds for this purpose are available from the Arthur M. Blank Family Foundation via its Greenspace Initiative; and

WHEREAS, the Arthur M. Blank Family Foundation strives to foster opportunities for children and youth and to enhance the quality of life in the communities it serves by awarding a grant in the amount of \$40,000.00 to assist in conducting a Master Plan as specified above; and

WHEREAS, the Department of Planning and Community Development has set aside a total of \$60,000 as its required matching funds for the Arthur M. Blank Family Foundation grant on behalf of the Department of Parks, Recreation and Cultural Affairs.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor be and is hereby authorized to apply for and accept a grant in the amount of forty thousand dollars, (\$40,000.00) from the Arthur M. Blank Family Foundation to assist in developing a Master Plan for the Southside Park.

BE IT FURTHER RESOLVED that the required City of Atlanta's matching funds for this project in the amount of \$60,000.00 is identified in the Department of Planning and Community Development's Southside Park Greenspace Account #: 1C45 574001 Y63F060792BG, in the amount of \$60,000.00.

BE IT FINALLY RESOLVED that this grant award of \$40,000.00 and the City's matching funds amount of \$60,000.00 for a total project cost of \$100,000.00 to be used exclusively for its intended purpose.



THE ARTHUR M. BLANK FAMILY FOUNDATION

PENELOPE MCPHEE
PRESIDENT

January 6, 2005

Commissioner Dianne Harnell Cohen
City of Atlanta, Dept. of Parks, Recreation and Cultural Affairs
City Hall East - Suite 800
678 Ponce De Leon Avenue, NE
Atlanta, GA 30308

Dear Commissioner Cohen:

The trustees of The Arthur M. Blank Family Foundation (The AMBFF) are pleased to inform you that a grant has been approved in the amount of \$40,000 for The City of Atlanta to support the development of a master plan for Southside Park.

This grant is being made as a challenge grant and requires a match of \$60,000 prior to being paid. Additionally, a detailed outline of planning activities, a budget and a timeline for the master planning process will be required prior to grant payment. A description of how the community will be involved in the planning process and an implementation plan should be included as part of the outline materials. Once the required match has been met and all required information has been received by The AMBFF, this grant will be paid.

This letter and its attachments outline the terms and conditions of accepting our grant. Please read all the terms and conditions carefully, sign, and return along with this signed contract letter no later than **January 17, 2005**. The funds must be used specifically for the designated purpose one year from the date of grant. You must submit a written request to us in advance if you wish to change the purpose of the grant or if the funds are not expended within this time period.

Upon signing this contract, your agency states that you agree to notify us if there is any change in your public charity status. In addition, we will be sending an electronic copy of our quarterly evaluation form. The first of these quarterly reports will be due on **January 28, 2005**. When available, please furnish us with a copy of any audited statement of the finances of the project.

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This contract also gives the Foundation your permission to use photographs, logos, published/printed information, and any other materials you supply, without further notice, in press releases and/or publications.

Should you decide to provide information about this grant to stakeholders or to local media, please contact Brian Farley, our Communications Director, at 404-367-2070. If you have any questions about this information or the grant, please contact Margaret Connelly at 404-367-2050.

Congratulations on this recognition of your important efforts. We look forward to working with you during the coming year.

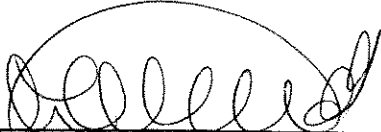
Sincerely,

A handwritten signature in black ink, appearing to read "Penelope McPhee".

Penelope McPhee
President
The Arthur M. Blank Family Foundation

PMc:ksd

ACCEPTED AND AGREED:

A handwritten signature in black ink, appearing to read "Dianne Harnell Cohen".

~~Executive Director~~ Dianne Harnell Cohen
Commissioner, Dept. Parks, Recreation &
Cultural Affairs - City of Atlanta

GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

In addition to the specific terms and conditions in the grant award letter dated January 6, to which these General Grant Terms, Conditions and Understandings are attached, The Arthur M. Blank Family Foundation (The Foundation) is awarding this grant to you as the Grantee contingent upon the following:

Tax-Exempt Status: DELETE - DELETE

~~You are a nonprofit organization currently recognized by the Internal Revenue Service as a public charity described in sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986 as amended (the "Code"):~~

- ~~• Your tax-exempt status under sections 501(c)(3) and 509(a) of the Code has not changed since the issuance of the IRS determination letter which you provided to The Foundation, and~~
- ~~• There is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to your tax-exempt status under Sections 501(c)(3) and 509(a) of the Code.~~

Expenditure of Funds:

This grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without The Foundation's prior written approval.

If the grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned immediately to The Foundation.

You may not expend any grant funds for any political or lobbying activity or for any purpose other than one specified in section 170(c)(2)(b) of the Code.

No Assignment or Delegation:

You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from The Foundation.

Records and Reports:

You are required to keep a record of all receipts and expenditures relating to this grant and to provide The Foundation with a written report summarizing the project promptly following the end of the period during which you are to use all grant funds. The Foundation will also require interim reports quarterly due by **January 28, 2005, April 29, 2005, June 29, 2005, September 29, 2005 and a final report due by January 29, 2006**. Your reports should describe your progress in achieving the purposes of the grant and include a detailed accounting of the uses or expenditure of all grant funds. You also agree to provide any other information reasonably

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requested by The Foundation. If your organization obtains any audited financial statements covering any part of the period of this grant, please provide a copy to The Foundation as well. You are required to keep the financial records with respect to this grant, along with copies of any reports submitted to The Foundation, for at least four years following the year in which all grant funds are fully expended.

Required Notification:

You are required to provide The Foundation with immediate written notification of: (1) any changes or pending changes in your organization's tax-exempt status; (2) your inability to expend the grant for the purposes described in the grant award letter; or (3) any expenditure from this grant made for any purpose other than those for which the grant was intended.

Reasonable Access for Evaluation:

You will permit The Foundation and its representatives, at its request, to have reasonable access during regular business hours to your files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as The Foundation deems necessary or appropriate concerning this grant award.

Publicity:

You will allow The Foundation to review and approve the text of any proposed publicity concerning this grant prior to its release. The Foundation may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in The Foundation's periodic public reports, newsletters, and news releases.

Right to Modify or Revoke:

The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in The Foundation's sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of The Foundation; or (3) to comply with the requirements of any law or regulation applicable to you, of The Foundation or this grant.

If The Foundation does not receive signed copies of its grant award letter and of these General Grant Terms, Conditions and Understandings by the stated date on The Foundation's grant award letter, this grant may be revoked.

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The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

ACCEPTED AND AGREED TO:

City of Atlanta
Organization Name

Shirley Franklin
~~Board Chair~~ (typed/printed) Mayor

XXXXXXXXXX
Board Chair (signature)/Date
Mayor, City of Atlanta

Dianne Harnell Cohen
~~Executive Director~~ (typed/printed)
Commissioner, Dept. Parks, Recreation
and Cultural Affairs

XXXXXXXXXX
~~Executive Director~~ (signature)/Date
Commissioner, DPRCA